



**Note:** Instructions are provided in red italicized text. Delete all red text prior to finalizing. Highlighted text must be changed to conform with the specific Grant Agreement. The Program Manager will remove all highlights before finalizing.

GRANT AGREEMENT NUMBER

**Prop 1 - 17**

1. This Grant Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME/GRANTOR

**Sacramento-San Joaquin Delta Conservancy**

GRANTEE'S NAME

**Grantee Legal Name**

2. The performance term of this Grant Agreement is:

Effective Start Date:

**Month Day, 20xx**

Or upon Grant Agreement execution, whichever is later.

Funding End Date:

**Month Day, 20xx***This is the end of the billing period and must be three (3) years or less from the effective start date.*

Grant End Date:

**Month Day, 20xx***For implementation projects, the Grant end date is fifteen (15) years after the funding end date; delete this row for planning projects*

3. The maximum amount of **\$0.00**  
this Grant Agreement is: **(Spell out the maximum amount)**

4. Pursuant to California Water Code 79738, Grantor is authorized to enter into a Grant Agreement (Agreement) and to make an award to the Grantee for the purposes set forth herein. The Grantor and Grantee (Parties) accept the Grant on the terms and conditions of the Agreement and the following Sections and Exhibits which are by this reference made a part of the Agreement.

Section 1 – Scope of Work	Pages x-x
Section 2 – Budget Detail and Payment Provisions	Pages x-x
Section 3 – General Terms and Conditions	Pages x-x
Exhibit A – Project Map	Page x
Exhibit B – Adaptive Management and Performance Monitoring and Assessment	Page x
Exhibit C – Long Term Management and Maintenance	Page x
Exhibit D – Grantor Responsible Agency Findings Board Resolution	Page x
Exhibit E – Delta Plan Covered Action Checklist	Page x
Exhibit F – Grantee's Release	Page x
Exhibit G – Postconsumer-Content Certification	Pages x-x
Exhibit H – Grantee Certification Clauses	Pages x-x

**IN WITNESS WHEREOF, this Grant Agreement has been executed by the parties hereto.**

**GRANTEE**

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**Grantee Legal Name**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Name, Title**

ADDRESS

**Mailing Address****STATE OF CALIFORNIA/GRANTOR**

AGENCY NAME

**Sacramento-San Joaquin Delta Conservancy**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Campbell Ingram, Executive Officer**

ADDRESS

**1450 Halyard Dr., Suite 6, West Sacramento CA 95691**

## **SECTION 1** **SCOPE OF WORK**

### **Project Title**

#### **1. AUTHORITY**

The Ecosystem Restoration and Water Quality Grant Program was developed in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add, among other articles, Section 79738, authorizing the Legislature to appropriate funds to the Sacramento-San Joaquin Delta Conservancy (Grantor) to fund multi-benefit ecosystem and watershed protection and restoration projects that benefit the Delta. Public Resources Code 32320 et. seq. establishes the Grantor and gives it the authority to enter into Grant Agreements. To further the goals of Proposition 1, the Grantor is entering into this implementation project OR planning project Grant Agreement (Agreement) with Grantee Name (Grantee) to provide funding for the completion of the activities set forth in this Agreement.

#### **2. GRANTEE'S AUTHORITY**

The Grantee is a nonprofit tax-exempt entity, California Public Agency, Tribal Organization, Mutual Water Company, validly existing, and in good standing under the laws of California. The Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder. Pursuant to State law, provisions applying to contractors apply equally to the Grantee for the purposes of this Agreement.

#### **3. TERM OF AGREEMENT**

This Agreement shall run from its effective date through grant end date for implementation projects OR funding end date for planning projects, 20XX. *[Delete following two sentences for planning projects]* However, the project implementation and billing service period shall run through the funding end date, 20XX. All work for which reimbursement of approved expenditures is requested shall end by the funding end date, 20XX.

#### **4. PROJECT STATEMENT**

##### **A. Overview:** *[Insert BRIEF overview, which sums up project in one or two paragraphs:]*

- The purpose of this project is...
- This project is necessary because...
- Previous and projected future phases of the project include... *[Outline all phases.]*
- The goals of this project are to...
- *[Delete for planning projects]* A description of the project's objectives can be found in the Performance Measures Table in Paragraph 5, Item C.

##### **B. Project Location:** *[Describe physical location(s) of project, including coordinates].* See Project Map (Exhibit A).

#### **5. PROJECT IMPLEMENTATION**

Although the Grantee as authorized by the Agreement may utilize other entities to complete certain tasks identified within this Scope of Work, the Grantee is ultimately responsible for the completion of all activities set forth herein. The Grantee's use of the grant funds is limited to

those expenditures necessary to implement the project and that are eligible under applicable State of California law. Furthermore, the Grantee's expenditure of Grant funds must be in accordance with the Budget Detail and Payment Provisions in Section 2.

The Grantee will complete the tasks listed below and as stated in the Grantee's proposal approved in the Cycle 3 - Fiscal Year 2017-18 Proposition 1 Grant Program solicitation process. *[Enumerate task descriptions below. These tasks must align with the Schedule and List of Deliverables Table below as well as the Budget Summary in Section 2]*

**A. Task 1) Grant Management, Administration and Reporting**

Task 1a – Site Access/Land Tenure. See Paragraph 5, Item G below.

Task 1b – Delta Plan Consistency. See Paragraph 5, Item I below. If the project is a Covered Action, the Grantor will not disburse construction funds until the project is certified as consistent with the Delta Plan.

Task 1c – Quarterly Invoices. The Grantee shall refer to Budget Detail and Payment Provisions in Section 2, to prepare and submit quarterly invoices to the Grantor.

Task 1d – Progress Reports. The Grantee shall refer to Paragraph 7, Item B to prepare and submit Quarterly and Annual Progress Reports to the Grantor.

Task 1e and Task 1f. Draft Final Report and Final Report. The Grantee shall refer to Paragraph 7, Item C to prepare and submit Draft and Final Reports to the Grantor.

Task 1g – Submission of Project Data. The Grantee shall refer to Paragraph 5, Item D below to prepare and submit all project data to the Grantor. The Grantee shall create a new project record in EcoAtlas and upload any relevant project data (e.g., Project Map) to EcoAtlas prior to submitting the First Quarterly Report.

This task will be completed by **organizations responsible for completing the task.** *[Insert if relevant:]* The costs of completing this task will be covered by **Grantor funds** and cost share from **name of provider of cost share.**

*[insert/delete additional tasks as needed]*

**Task 2) Task 2 Title**

**[Description of each task in detail, including who is responsible for completing the work.]**

**Deliverables:**

- Deliverable 1
- Deliverable 2

This task will be completed by **organizations responsible for completing the task.** *[Insert if relevant:]* The costs of completing this task will be covered by **Grantor funds** and cost share from **name of provider of cost share.**

**Task 3)**

**Task 3 Title**

[Description of each task in detail, including who is responsible for completing the work.]

Deliverables:

- Deliverable 1
- Deliverable 2

This task will be completed by organizations responsible for completing the task.  
*[Insert if relevant:]* The costs of completing this task will be covered by Grantor funds and cost share from name of provider of cost share.

**Task 4)**

**Task 4 Title**

[Description of each task in detail, including who is responsible for completing the work.]

Deliverables:

- Deliverable 1
- Deliverable 2

This task will be completed by organizations responsible for completing the task.  
*[Insert if relevant:]* The costs of completing this task will be covered by Grantor funds and cost share from name of provider of cost share.

**B. Schedule and List of Deliverables:**

Task	Task Title	Deliverables and Key Project Milestones	Estimated Completion Dates	Conditions
1	Grant Management, Administration and Reporting	<p>a. Site Access/Land Tenure</p> <p>b. Delta Plan Consistency</p> <p>c. Quarterly Invoices</p> <p>d. Quarterly Progress Reports</p> <p>e. Draft Final Report</p> <p>f. Final Report</p> <p>g. Submission of Project Data</p>	<p>a. <b>Due date</b></p> <p>b. <b>Due date</b></p> <p>c. Between the 1<sup>st</sup> and the 10<sup>th</sup> of the 2<sup>nd</sup> month following the end of the quarter (see Section 2).</p> <p>d. Between the 1<sup>st</sup> and the 10<sup>th</sup> of the 2<sup>nd</sup> month following the end of the quarter (see Paragraph VII).</p> <p>e. Thirty (30) days prior to Funding End Date.</p> <p>f. Sixty (60) days post Funding End Date.</p> <p>g. EcoAtlas record creation due at time of first invoice. Final submission of data due sixty (60) days post Funding End Date.</p>	<p><u>Site Access/Land Tenure Agreement</u> Where relevant, site access or land tenure agreement required prior to disbursement of funds.</p> <p><u>Covered Action</u> Certification of Consistency with Delta Plan is required prior to disbursement of construction funds (activities associated with <b>task X</b>).</p> <p><u>Permits</u> For implementation projects, receipt of all permits is required prior to payment of construction funds (activities associated with <b>task X</b>).</p> <p><u>Signage</u> For implementation projects, required signage must be in place prior to final distribution of grant funds.</p> <p><u>Data</u> For projects that generate data, all project data must be submitted and EcoAtlas must be</p>

				updated prior to final distribution of grant funds.
2	Other tasks as required	a. x b. x	a. x b. x	
3	Other tasks as required	a. x b. x	a. x b. x	

- C. **Performance Measures:** For implementation projects, the Grantee will track performance in accordance with the Performance Measures Table below. The Grantee will be held accountable for completing project outputs as specified in this Agreement. The Grantee will monitor project outcomes and share outcome-related data and information as specified in Data Rights & Management (Paragraph 5, Item D). Failure to deliver project outcomes for reasons beyond the control of the grantee will not be deemed a breach of this Agreement.

Objective	Outcome	Outputs	Output Completion Dates

- D. **Adaptive Management and Performance Monitoring and Assessment:** For an implementation project, the Grantee will implement adaptive management consistent with the Delta Stewardship Council's Adaptive Management Framework and as described in the grant proposal and attached here in Exhibit B, unless or until a formal Adaptive Management Plan is developed and approved as part of the Delta Plan Consistency determination (see Paragraph 5, Item I). *[Specify here if revisions to the Adaptive Management approach described in the proposal are required as a condition of this Agreement; include in the Tasks section and Schedule and List of Deliverables and include the following sentence:].* Once finalized and approved by the Grantor, the updated approach will supersede the information provided in Exhibit B.

As a component of adaptive management and in order to ensure delivery of project objectives for implementation projects, the Grantee will conduct performance monitoring and assessment consistent with Grant Guidelines and as provided and approved in the grant proposal and attached here in Exhibit B, unless or until a revised plan is reviewed and approved by the Grantor. *[Specify here if a revised monitoring plan is a condition of this Agreement; include in the Tasks section and Schedule and List of Deliverables and include the following sentence:].* Once finalized and approved by the Grantor, the updated plan will supersede the information provided in Exhibit B. As described in the Data Management section below, all monitoring data must be reported in State centralized systems.

- E. **Data Rights & Management:** The Grantor will retain rights to all final products produced as a result of this Agreement. The Grantee will have full rights to reproducing the product(s) as long as they are not used for commercial purposes. The Grantor has the right to: (1) obtain,

reproduce, publish, or otherwise use the data first produced in performing this grant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Grantor.

All data must be made publicly available. The Grantee is responsible for ensuring that data are collected using peer-approved methods, undergo a quality control and accuracy assessment process and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the project has been submitted as specified below.

The Grantee shall upload project information (including project names, project proponent/contact, project boundary shapefile [polygon], Proposition 1 funding details, pertinent dates, activity type, and habitat types and amounts) to Project Tracker (<http://ptrack.ecoatlas.org/>) in EcoAtlas (<http://www.ecoatlas.org/>). The first data upload shall include the creation of a project record and will be completed and reported on in the First Quarterly Report submitted to the Grant Manager. The Project Tracker record in EcoAtlas will be kept up to date during the grant funding term, and must be updated prior to final distribution of grant funds.

Wetland and riparian monitoring data shall be uploaded to statewide data systems, as applicable, in a manner that is compatible and consistent with the Wetland and Riparian Area Monitoring Plan (WRAMP) framework.

Water quality data generated by the project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, <http://www.ceden.org/>) (CWC §79704). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the Grant Manager prior to submitting a final invoice.

Groundwater monitoring data generated by the project will be collected and reported in a manner that is compatible and consistent with the groundwater data systems administered by the State Water Resources Control Board (CWC §79704). The Grantee shall upload relevant data to GeoTracker GAMA (<http://www.waterboards.ca.gov/gama/>) and provide proof of successful data submission to the Grant Manager prior to submitting a final invoice.

- F. Long Term Management and Maintenance:** The State General Obligation Bond Law limits the use of bond funds to the construction, acquisition, and long-term improvement of capital assets that have an expected useful life of at least fifteen (15) years (section 16727(a)). For implementation projects, the Grantee is required to ensure that the project is maintained in conformance with the terms of this Grant Agreement for at least fifteen (15) years and preferably for twenty-five (25) years, and as provided in the grant proposal and attached here in Exhibit C. *[Specify here if a revised long term management plan is a condition of this Agreement; include in the Tasks section and Schedule and List of Deliverables and include the following sentence:].* Once finalized and approved by the Grantor, the updated plan will supersede the information provided in the approved grant application.
- G. Site Access/Land Tenure:** *[For planning projects:]* If, to complete this Agreement, the Grantee proposes to use a project site not owned by the Grantee, proof of permission to access the site must be provided to the Grantor prior to the start of work on the site. *[For*



*implementation projects:]* Before funding is disbursed, the Grantee must provide the Grantor with land tenure documentation for the grant term (15 years beyond the end of the funding term). If the Grantee owns the land on which the project is being implemented, the Grantee must record the grant agreement against the deed of the property. If the Grantee does not own the land on which the project is being implemented, the Grantee must provide a Landowner Access Agreement that conforms with the Landowner Access Agreement terms in the Grantor's template and is signed by the Landowner and Grantee, approved by the Grantor, and recorded at the County Recorder's Office in which the project is located.

The Grantee shall **[OR, if Grantee is not the Landowner: The Grantee shall cause the Landowner to]** permit the Grantor, and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the project's useful life (15 years or other negotiated period) for purposes of inspections, monitoring **[and \_\_\_\_\_]**. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

- H. **California Environmental Quality Act (CEQA):** *[Insert following sentence for planning projects]* This planning project does not trigger CEQA.

*[Insert following paragraph for implementation projects]* The Grantee has completed the CEQA process and the Grantor has reviewed and approved the necessary CEQA findings for the project. The Grantee agrees that it will implement any mitigation required by the CEQA findings. CEQA findings can be found in **reference Board Resolution (see Exhibit D).** *[Insert following sentence if Conservancy is the lead agency]* CEQA compliance must be reported in writing as part of the Grantee's Annual and Final Reports to the Grantor.

- I. **Delta Plan Consistency:** If the project is a covered action pursuant to the Delta Plan, the Grantor will not disburse construction funds until the project is certified as consistent with the Delta Plan. The certification filed with the Council must allow thirty (30) days from filing the certification with no valid appeals in order to be consistent with the Delta Plan. *[Insert following sentence if project is a covered action]* The **State or Local Agency Name**, as the lead agency will file the certification of consistency. The covered action checklist is provided as Exhibit E.
- J. **Other Regulatory Compliance:** The Grantee will ensure that all permits, licenses, and certifications necessary to implement the project have been secured prior to construction. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). The Grantee is solely responsible for ensuring that the project meets all legal requirements. The Grantor will not issue construction funds until all permits are in place. *[List relevant permits, if they have been secured or when they will be secured]*
- K. **Equipment Purchases:** The Grantor may purchase equipment under this Agreement only if specified in the budget tables in Section 2 and equipment will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project. All equipment purchased or built by the Grantee is owned by the Grantee. The



Grantor does not claim title or ownership to the property, but requires the Grantee to maintain accountability for all property purchased and to keep, and make available to the Grantor, adequate and appropriate records of all equipment purchased with grant funds.

The Grantor may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Grantee's invoice to the Grantor, or require the Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Grantor with no expense to the Grantor. In the event of theft, a report must be filed immediately with the California Highway Patrol (SAM § 8643).

Title or ownership to equipment with a unit cost of \$5,000 or more may be retained by the Grantee or Grantor upon end of the funding term; final disposition will be approved by the Grantor.

### **1. Equipment Records**

The Grantee shall maintain an inventory record for each piece of equipment purchased with funds provided under the terms of this Agreement. At a minimum, the inventory record of each piece of equipment shall include:

- a. The date acquired;
- b. The cost of the equipment, including the cost of any necessary accessories and all incidental costs incurred to put the asset into place and ready for its intended use;
- c. A serial number;
- d. The model identification number (on purchased equipment);
- e. Any other information or description of the equipment;
- f. Identification of the grant program and Grant Agreement number under which the equipment is acquired;
- g. The location, use and condition of the equipment; and
- h. Any ultimate disposition information including date of disposal and sale price of the equipment.

### **2. Disposition of Equipment**

- A. If the fair market value of equipment purchased with grant funds is \$5,000 or more at the Funding End Date of this Grant Agreement, the use, management, and disposition of the equipment is subject to approval by the Grantor.
  - a. A request for disposition of equipment shall be submitted in writing to the Grantor for approval, not less than 90 calendar days prior to the Funding End Date.

The request shall include:

    - The current fair market value of all the equipment purchased with grant funds.
    - A description of the proposed disposition.
  - b. Requests shall be approved or denied, or an alternate disposition offered, by the Grantor no later than 60 business days from the date the request for disposition is received.

Should this Agreement be cancelled for any reason, any equipment purchased with grant funds shall be returned to the Grantor.

- L. **Equipment Rental:** The Grantor funds may be used to rent equipment. All rental equipment expenses shall be identified in the budget tables in Section 2. Equipment may be rented for this

project's use only, and equipment rental agreement(s) shall be provided to the Grantor upon any reimbursement requests submitted. The Grantor is not responsible for loss or damage to the rented equipment.

- M. Recognition and Signage:** The Grantee shall inform the public that the project received funds through the Sacramento-San Joaquin Delta Conservancy and from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (CWC §79707[g]). The Grantee shall include appropriate acknowledgement of credit when using any data and/or information developed under this Agreement (e.g., on signs, websites, press or promotional materials, advertisements, publications, exhibits, posters, reports, or presentations prepared or approved by the Grantee). The Grantee shall notify the Grantor at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by Grantor representatives.

For implementation projects, the Grantee shall post signs at the project site informing the public that the project received funds through the Sacramento-San Joaquin Delta Conservancy from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, CWC §79707 [g]). The size, location and number of signs shall be approved by the Grantor. Required signage must be in place prior to final distribution of grant funds.

## 6. KEY CONTACTS

The Project Officials during the term of this Agreement are:

<b>Sacramento-San Joaquin Delta Conservancy:</b>	<b>Grantee Legal Business Name:</b>
<b>Name:</b> Name, Grant Manager <b>Address:</b> 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 <b>Phone:</b> (916) 375-xxxx <b>Email:</b> <a href="mailto:Prop1grants@deltaconservancy.ca.gov">Prop1grants@deltaconservancy.ca.gov</a>	<b>Name:</b> Name and Title <b>Address:</b> <b>Phone:</b> <b>Email:</b>

Direct all administrative inquiries to:

<b>Sacramento-San Joaquin Delta Conservancy:</b>	<b>Grantee Legal Business Name:</b>
<b>Name:</b> Aleesah Herup, Contract Analyst <b>Address:</b> 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 <b>Phone:</b> (916) 375-2084 <b>Email:</b> <a href="mailto:contact@deltaconservancy.ca.gov">contact@deltaconservancy.ca.gov</a>	<b>Title:</b> <b>Name:</b> Name and Title <b>Address:</b> <b>Phone:</b> <b>Email:</b>

Either party may change the point of contact at any time by providing a ten (10) day advance written notice to the other party.

## 7. REPORTS

- A. Report Schedule:** The following reports must be submitted to the Grant Manager in accordance with the Scope of Work and all other terms and conditions of this Agreement.

Report Description	Period Covered	Date Due
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First Quarter Progress Report	January 1 - March 31	Between May 1-10
Second Quarter Progress Report	April 1 - June 30	Between August 1-10
Third Quarter Progress Report	July 1 - September 30	Between November 1-10
Fourth Quarter Progress Report	October 1 - December 31	Between February 1-10
Annual Report	January 1 – December 31	Between February 1-10
Draft Final Report	Start Date – Funding End Date	30 days prior to funding end date
Final Report	Start Date – Funding End Date	60 days post funding end date

**B. Progress Reports:** The Grantee ensures that the Agreement requirements are met by submitting Quarterly and Annual Progress Reports to the Grant Manager. Reporting shall be required even if no grant related activities occurred during the reporting period. The Grantee shall document all activities and expenditures in Progress Reports, including work performed by contractors. Reports must use the template provided by the Grantor. The most current Progress Report template can be found on the Grantor's website:

<http://deltaconservancy.ca.gov/prop-1/>.

Reports must be submitted electronically to the Grant Manager and to the following emails: [Prop1grants@deltaconservancy.ca.gov](mailto:Prop1grants@deltaconservancy.ca.gov) and [contact@deltaconservancy.ca.gov](mailto:contact@deltaconservancy.ca.gov). Grantor will not accept reports submitted through the mail.

- a. **Quarterly Progress Report:** The Quarterly Progress Report shall directly address tasks, timelines, deliverables, and associated costs as scheduled in Scope of Work in Section 1 and Budget Detail and Payment Provisions in Section 2; deliverables should be included as attachments to the report. The Grantee must document steps taken in soliciting and awarding subcontracts and submit them to the Grantor for review, and document all subcontractor activities in the Quarterly Progress Report. The description of activities shall be in sufficient detail to provide a basis for payment of invoices. The Grantor reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.
- b. **Annual Progress Report:** At the end of each calendar year of the funding term of this Agreement, the Grantee shall submit a supplement to the Fourth Quarter Progress Report in the template provided by the Grantor. The Annual Progress Report will include information on progress made during that calendar year and plans for the next calendar year.

**C. Draft and Final Report:** The Grantee must submit a Draft Final Report to the Grant Manager for review and approval within thirty (30) days prior to the funding end date. The Draft Final Report shall use the Grantor's report template and will summarize the life of the Grant Agreement and describe the results of the work and of the project. Following any comments from the Grant Manager, the Grantee shall submit the revised Final Report for review and approval within sixty (60) days after the funding end date. The most current Final Report template can be found on the Grantor's website: <http://deltaconservancy.ca.gov/prop-1/>.



## **SECTION 2**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. BUDGET DETAIL**

- A. **Budget.** The Grantee agrees to perform and complete the work described in Section 1, Scope of Work within the budget specified below for a total budget not to exceed **\$XXX,XXX.**

*[[Insert budget tables here]]*

The Grantee may not transfer Grant funds between or among budget line items without written approval from the Grantor as specified in Budget Modifications (Paragraph 1, Item B below).

- B. **Budget Modifications:** Budget revisions that modify line items but remain within the grant amount and do not alter the Scope of Work are permitted in certain circumstances. Any budget modifications must meet requirements of the Grant Guidelines for the grant solicitation cycle in which funds were awarded. Subject to the prior review and approval of the Grant Manager, line item shifts of up to \$25,000 or ten percent (10%) of the Agreement total, whichever is less, are permitted. The process to make such a change is as follows:
- a. The Grantee submits a written request for budget modification to the Grant Manager, explains the need for change(s), and specifically identifies item(s) to be reduced or increased.
  - b. The Grant Manager approves or denies such changes in writing prior to implementation. The Grantor shall have thirty (30) calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.

Any budget change not meeting the above conditions, including the addition of the new line items, shall be by formal agreement amendment (See Section 3, Paragraph 2). Notwithstanding the above provision, the Grantor may proceed with a formal amendment to this Agreement for budget revisions.

#### **2. INVOICING AND PAYMENT**

For tasks satisfactorily rendered, in accordance with the terms and conditions of this Agreement, and upon receipt and approval of itemized invoice(s), the Grantor agrees to reimburse Grantee for actual expenditures, no more frequently than quarterly in arrears, in accordance with the rates specified in the Budget Detail (Paragraph 1, Item A above). The Grantor will only reimburse for expenses incurred from Agreement execution through the funding end date of the Agreement. The Grantee will use the invoice template provided by the Grantor. The invoice template is provided on the Grantor's website:

<http://deltaconservancy.ca.gov/prop-1/>.

- A. **Invoice Submission Process:**

- a. All invoices except final invoices must be submitted for payment between the 1<sup>st</sup> and the 10<sup>th</sup> of the second month following the end of the calendar quarter in which the costs were incurred, as specified in the schedule below. For submission of final invoices, see item C below (Timely Submission of Final Invoice).

Invoice	Period Covered	Date Due
First Quarter Invoice	January 1 - March 31	Between May 1–10
Second Quarter Invoice	April 1 - June 30	Between August 1–10
Third Quarter Invoice	July 1 - September 30	Between November 1–10
Fourth Quarter Invoice	October 1 - December 31	Between February 1–10

- b. In addition to the information provided in the invoice template, invoices must also include the following information:
- Grantee's logo imbedded in the invoice template
  - Original receipts and supporting documentation of actual out-of-pocket expenses
  - Subcontractor invoices for any subcontractor expenses being billed to the grant
- c. Before equipment purchases made by the Grantee are reimbursed by the Grantor, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item(s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).
- d. Invoices must be submitted electronically to the Grant Manager and to the following emails: [Prop1grants@deltaconservancy.ca.gov](mailto:Prop1grants@deltaconservancy.ca.gov) and [contact@deltaconservancy.ca.gov](mailto:contact@deltaconservancy.ca.gov). The Grantor will not accept invoices submitted through the mail.
- e. Invoices will only be approved for payment after the Grant Manager has reviewed the progress report submitted by the Grantee and determined that the work was completed satisfactorily for payment. Invoices that are not approved will be returned as disputed to the Grantee and will not be paid.
- f. If there is cost share involved with the project, the Grantee must provide a budget summary of cost share expenditures by fund source. Cost share expenditure information must be provided annually.

**C. Travel Expenses:** Reimbursement rates for travel shall not exceed the amounts identified by CalHR current State rates, see <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. No travel outside the State of California by Grantee shall be reimbursed unless there is prior written authorization obtained from the Grantor.



- D. Timely Submission of Final Invoice:** A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the funding end date or termination date of this Agreement, unless the Grant Manager agrees to a later or alternate deadline in writing. The final invoice must be clearly marked "**FINAL INVOICE**" and "Grantee's Release" (Exhibit F) must be attached, thus indicating that all payment obligations of the Grantor under this Agreement have ceased and that no further payments are due or outstanding.

The Grantor may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written Grantor approval of an alternate final invoice submission deadline. Written Grantor approval shall be sought from the Grant Manager prior to the funding end date of this Agreement.

### **3. REVIEWS**

The Grantor reserves the right to review service levels and billing procedures such as timesheets or other supporting documentation as these impact charges against this Agreement.

### **4. RECOVERY OF OVERPAYMENT**

The Grantee agrees that claims based upon findings from an audit of the Agreement and/or audit findings that are appealed and upheld will be recovered by the State government by one of the following options:

- a. Grantee's remittance to the State of the full amount of the audit exception within thirty (30) days following the State's request for repayment; or
- b. A repayment schedule, which is agreeable in writing to both the Grantor and the Grantee.

The State reserves the right to select which option will be enforced and the Grantee will be notified by the State in writing of the claim option to be utilized.

If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

### **5. BUDGET CONTINGENCY CLAUSE**

- a. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

- c. If funding for any fiscal year is not obligated by the funder, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Grantee to reflect the reduced amount.

## **6. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to Grantee per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

### **SECTION 3**

#### **GENERAL TERMS AND CONDITIONS**

##### **1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Grantor. The Grantee may not commence performance until such approval has been obtained.

##### **2. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. To request an amendment, the Grantee must submit a formal, justified amendment request in writing to the Grant Manager. The amendment process is as follows:

- a. Request.** The Grantee submits formal, justified amendment request in writing to Grant Manager.
- b. Review.** Amendment request is reviewed and approved or denied by Grant Manager, Proposition 1 Program Manager, Proposition 1 Administrative Lead, Deputy Executive Officer, and Executive Officer.
- c. Approval.**
  - i. The Board will consider approval as an agenda item for:
    - 1. Budget amendments that exceed ten percent (10%) of the total budget or \$50,000.
  - ii. The Board will consider approval on the consent calendar for:
    - 1. Any budget amendments that are ten percent (10%) or less of the total budget, not to exceed \$50,000, that are not time sensitive;
    - 2. Any amendments to scope that do not significantly change the scope and that are not time sensitive; and
    - 3. Any amendments to grant funding term that are not time sensitive.
  - iii. Staff will determine approval for:
    - 1. Time sensitive budget amendments that are ten percent (10%) or less of the total budget, not to exceed \$50,000;
    - 2. Time sensitive amendments that do not significantly change the scope; and
    - 3. Time sensitive amendments to grant funding term.
- d. Execution.** Upon receiving appropriate authorizations, the Grantor will draft and route amendment agreement for execution.

##### **3. ASSIGNMENT:**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Grantor in the form of a formal written amendment.

**4. AUDIT:**

The Grantee agrees that the awarding department, the Department of General Services, the Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.

**6. DISPUTES:**

Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Grant Manager in writing within ten (10) days of discovery of the problem. The Grantee and the Grantor Executive Officer or Executive Officer's designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an amendment to this Agreement to implement the terms of any such resolution. If the Grantee and the Grantor are unable to resolve the dispute, the decision of the Executive Officer or Executive Officer's designee will be final, unless appealed to a court of competent jurisdiction. The Grantee will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this Agreement will prevail over any other language.

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue.

**7. TERMINATION FOR CAUSE:**

The Grantor may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. If the Grantee fails to complete the project on time in accordance with this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the Grantor of all amounts disbursed by the Grantor under this Agreement, plus accrued interest. The Grantor may, in its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Grantor may have for breach of this Agreement.

**8. TERMINATION WITHOUT CAUSE:**

The Grantor may terminate this Agreement without cause upon thirty (30) days advance written notice. The Grantee will be reimbursed for all reasonable expenses incurred up to the date of termination.

**9. INDEPENDENT GRANTEE:**

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Grantor.

**10. RECYCLING CERTIFICATION:**

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205). See Exhibit G.

**11. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Grantee and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5). Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**12. GRANTEE CERTIFICATION CLAUSES:** *[Remove for Agreements with State agencies]*

The Grantee Certification Clauses is incorporated in this Agreement (See Exhibit H). The Grantee will renew the Grantee Certification Clauses or successor documents every year or as changes occur, whichever occurs sooner.

**13. TIMELINESS:**

Time is of the essence in this Agreement.

**14. STANDARD OF PROFESSIONALISM:**

The Grantee will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

**15. GOVERNING LAW:**

This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

**16. ANTITRUST CLAIMS:**

The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been



or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**17. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**18. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**19. PRIORITY HIRING CONSIDERATIONS:**

If this Grant includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Grant Agreement Grantee made a commitment to achieve small business participation, then Grantee must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false

information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**21. LOSS LEADER:**

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**22. COMPUTER SOFTWARE:**

Grant funds are not authorized for the procurement of software.

**23. COPYRIGHT:** *[Remove for Agreements with State agencies]*

All rights in copyright works created by Grantee in the performance of work under this Agreement are the property of the Grantor. The Grantor will extend Grantee a royalty-free, nonexclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are not used for commercial purposes.

**24. INTELLECTUAL PROPERTY:** *[Remove for Agreements with State agencies]*

Grantee represents that it is the owner or authorized user of any third party Intellectual Property used in association with this Agreement and that the Grantor is authorized to use any such third party Intellectual Property for purposes of the project and this Agreement.

**25. SUBCONTRACTING:**

Nothing contained in this Agreement or otherwise shall create any contractual relation between the Grantor and any subcontractor, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the Grantor for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the Grantor's obligation to make payments to the Grantee. As a result, the Grantee shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

The Grantee is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Should Grantor determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the Agreement terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, the Grantor may request substitution of the subcontractor.

**26. LABOR CODE COMPLIANCE:**

Grants awarded through the Conservancy's Ecosystem Restoration and Water Quality Grant Program may be subject to prevailing wage provisions of Part 7 of Division 2 of the California Labor Code (CLC), commencing with Section 1720. Prevailing wages are generally required for construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. Any work performed by volunteers is not subject to

prevailing wage provisions. (California Labor Code (CLC) Section 1720.4) The grantee shall pay prevailing wage to all persons employed in the performance of any part of the project if required by law to do so. Any questions of interpretation regarding the CLC should be directed to the Director of the Department of Industrial Relations (DIR), the state department having jurisdiction in these matters. For more details, please refer to the DIR website at <http://www.dir.ca.gov>.

**27. FORCE MAJEURE:**

Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute a default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of nature such as earthquakes, floods, and other natural disasters such that performance is impossible.

**28. INSURANCE REQUIREMENTS:**

When Grantee submits a signed Agreement to the Grantor, the Grantee shall furnish to the Grantor a certificate of insurance, stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the Grantor.
- b. That the Grantor, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
- c. That the Grantor will not be responsible for any premiums or assessment on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement from the effective start date through the funding end date. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Grantee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Grantee agrees that no work or services shall be performed prior to the giving of such approval.

**EXHIBIT A**  
**PROJECT MAP**

**EXHIBIT B**

**ADAPTIVE MANAGEMENT AND PERFORMANCE MONITORING AND ASSESSMENT**

*For implementation projects, insert Adaptive Management and Performance Monitoring and Assessment sections from grant proposal or revised versions, if available.*

*For planning projects, insert the following sentence:*

**This Exhibit is not relevant to this Grant Agreement.**

**EXHIBIT C**  
**LONG TERM MANAGEMENT AND MAINTENANCE**

*For implementation projects, insert Long Term Management and Maintenance section from grant proposal or revised version, if available.*

*For planning projects, insert the following sentence:*

**This Exhibit is not relevant to this Grant Agreement.**



**EXHIBIT D**  
**GRANTOR RESPONSIBLE AGENCY FINDINGS BOARD RESOLUTION**

*For projects subject to CEQA, insert Board resolution.*

*For other projects, insert the following sentence:*

**This Exhibit is not relevant to this Grant Agreement.**

**EXHIBIT E**  
**COVERED ACTION CHECKLIST**

*For implementation projects, insert Covered Action Checklist. For planning projects, insert the following sentence:*

This Exhibit is not relevant to this Grant Agreement.

**EXHIBIT F**  
**GRANTEE'S RELEASE**

**Submission of Final Invoice**

Pursuant to **Grant Agreement Number** **Prop 1 – 17xx** entered into between the Grantor and the Grantee (identified below) the Grantee does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_ in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_. If necessary enter "See Attached" in the appropriate blocks and attach a list of invoice numbers dollar amounts and invoice dates.

**Release of all Obligations**

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Grantee does hereby release and discharge the Conservancy, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement.

**Repayments Due to Audit Exceptions / Record Retention**

By signing this form, the Grantee acknowledges that expenses authorized for reimbursement does not guarantee final allowance of said expenses. The Grantee agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the Conservancy.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three (3) years beyond the date of final payment, unless a longer term is stated in said Agreement.


**State Equipment/Property (*Applies only if equipment was purchased with or reimbursed by Agreement funds*)**

Title or ownership to equipment with a unit cost of \$5,000 or more may be retained by the Grantee or Grantor upon end of the funding term; final disposition will be approved by the Grantor. The Grantee agrees to promptly initiate arrangements to account for and return said equipment if requested by Grantor as defined in the above referenced Agreement.

**Patents / Other Issues**

By signing this form, the Grantee further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced Agreement, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**SIGN AND DATE THIS DOCUMENT ONLY WHEN ATTACHING TO FINAL INVOICE**

Grantee's Legal Name (as on Agreement):			
Signature of Grantee or Official Designee:		Date:	
Printed Name/Title of Person Signing:			

## **EXHIBIT G**

### **POSTCONSUMER-CONTENT CERTIFICATION**

#### **STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

The State of California is required to purchase recycled-content products rather than non-recycled products whenever price, quality, and availability are comparable. Furthermore, each State agency is required to purchase recycled-content products in sufficient quantities to ensure that mandated recycled-content product procurement goals are attained within eleven product categories. These eleven product categories and their respective minimum recycled-content requirements are outlined below.

In order to help State agencies, identify all reportable purchases and all reportable recycled-content product purchases, Product suppliers are mandated by the California Public Contract Codes to certify the minimum, if not the exact recycled content, both secondary and post-consumer material, of all the products, materials, goods, and supplies offered or sold to the State. (State agencies are also required to obtain this information from all Contractors.) Collectively, these mandates are referred to as the [State Agency Buy Recycled Campaign](#) (SABRC).

Regardless of the recycled content, or even if the product has no recycled content, the supplier must indicate that on the certification form or through some other form of written certification.

The 11 reportable product categories are described on the next page.


**For further information regarding the specific details on these categories, go to the following webpage <http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/Buying.htm>**

#### **FOOTNOTE:**

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (l)).

Code	Product Categories	Product Examples <i>Examples are inclusive but are not limited to the individual product.</i>	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.
For additional information, please visit <a href="http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/">www.calrecycle.ca.gov/BuyRecycled/StateAgency/</a>			

## RECYCLED CONTENT CERTIFICATION FORM

GRANTEE SIGNATURE:  \_\_\_\_\_  
PERSON COMPLETING  
FORM: \_\_\_\_\_  
DATE: \_\_\_\_\_  
AGREEMENT NUMBER: **Prop 1 – 17xx** \_\_\_\_\_

DESCRIPTION/ BRAND	PERCENT RECYCLED BY WEIGHT (see below)		RECYCLED MATERIAL TYPE (See page 2)
	POST CONSUMER (1)	TOTAL RECYCLED CONTENT (2)	

This form must be completed, signed, and returned by vendor, bidder, and/or the Grantee. **State law requires** any and all recycled content of a product to be disclosed to the State by the manufacturer or supplier of the product. If a product contains no recycled content, either post-consumer or secondary material, the vendor/bidder/Grantee shall so certify.

POST CONSUMER (1) materials are defined as only those materials that have been disposed of as a solid waste at the completion of their life cycle. Secondary material (i.e., manufacturing waste) **should not** be counted in this percentage. The post-consumer content is usually the second percentage in the description of the item's recycled content. (See example below)

TOTAL RECYCLED CONTENT (2) is the sum total of **ALL** recycled content in the item including both secondary and post-consumer materials. Usually this percentage is shown as the first percentage in a recycled content description such as "Carton contains 100% recycled fiber, and 40% post-consumer fiber." In this example, the "100%" is the TOTAL recycled content and the "40%" is the POST CONSUMER recycled content.

**To be completed by the Grantee and returned to:**

Sacramento-San Joaquin Delta Conservancy  
ATTN: Grant Manager  
1450 Halyard Drive, Suite 6  
West Sacramento, CA 95691  
Tel: (916) 375-2084  
FAX: (916) 375-4948



**EXHIBIT H**  
**GRANTEE CERTIFICATION CLAUSE**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Grantee Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**GRANTEE CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for

award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

5. SWEATFREE CODE OF CONDUCT:

a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The Grantee agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

6. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

7. GENDER IDENTITY: For contracts of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT**: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of

disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be:  
(1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other governmental entity.